



**NOTICE OF A REGULAR SESSION
OF THE VINEYARD CITY COUNCIL MEETING
September 26, 2018 at 6:00 PM**

Public Notice is hereby given that the Vineyard City Council will hold a regular session during the Vineyard City Council meeting on Wednesday, September 26, 2018, at 6:00 pm in the Vineyard City Hall, 125 South Main, Vineyard, Utah. The agenda will consist of the following: (clicking on the blue wording will take you to the documents associated with the agenda item.)

AGENDA

6:00 PM REGULAR SESSION

Presiding Mayor Julie Fullmer

(Mayor Pro tem – Councilmember Tyce Flake – July to September)

1. CALL TO ORDER

INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

2. WORK SESSION – Capital Projects

(1 hour)

City Council and staff will discuss the Capital Projects for the city. No action will be taken at this time.

3. OPEN SESSION – Citizens' Comments

(15 minutes)

“Open Session” is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

5. STAFF AND COMMISSION REPORTS

(3 minutes each)

- City Manager/Finance Director – Jacob McHargue
- Public Works Director/Engineer – Don Overson
- City Attorney – David Church
- Utah County Sheriff's Office – Sergeant Holden Rockwell
- Community Development Director – Morgan Brim & Planning Commission Chair – Cristy Welsh
- City Recorder – Pamela Spencer
- Building Official – George Reid
- Water/Parks Manager Sullivan Love - Timpanogos Special Service District – Board Member

6. DISCUSSION ITEMS

6.1 Amend the Municipal Code to add towing regulations tt

The City Council and staff will discussion possible regulations for towing within city limits. No action will be taken at this time.

7. CONSENT ITEMS

7.1 Approval of the September 12, 2018 City Council Meeting Minutes

8. MAYOR'S APPOINTMENTS

No appointments were submitted.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Naming of Parks

(15 minutes)

The Parks and Trails committee will present names for the 3-acre and 6-acre parks, and the pocket park in the Le Cheminant subdivision. The mayor and City Council will take appropriate action.

9.2 DISCUSSION AND ACTION – Resolution Approving an Interlocal Agreement

(15 minutes)

City Manager/Finance Director Jacob McHargue will present a resolution for approval of an interlocal agreement for joint and cooperative action creating Central Utah 911. The mayor and City Council will act to approve (or deny) this request by resolution.

10. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of:

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property
- (e) strategy sessions to discuss the sale of real property

11. ADJOURNMENT

This meeting may be held electronically to allow a councilmember to participate by teleconference.

The next regularly scheduled meeting is October 10, 2018.

The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (801) 226-1929.

I the undersigned duly appointed Recorder for Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City Hall, the Vineyard City Offices, the Vineyard website, the Utah Public Notice website, and delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: September 25, 2018

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

PAMELA SPENCER, CITY RECORDER

MINUTES OF THE VINEYARD
CITY COUNCIL MEETING
125 South Main Street, Vineyard, Utah
September 12, 2018 at 6:00 PM

Present

Mayor Julie Fullmer
Councilmember John Earnest
Councilmember Tyce Flake
Councilmember Chris Judd
Councilmember Nate Riley

Absent

Staff Present: City Manager/Finance Director Jacob McHargue, Public Works Director/City Engineer Don Overson, Assistant City Engineer Chris Wilson, City Attorney David Church, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, City Planner Elizabeth Hart, Planning Commission Chair Cristy Welsh, City Recorder Pamela Spencer, Building Official George Reid, Water/Parks Manager Sullivan Love, and Finance Intern Karuva Kaseke

Others Speaking: Resident Cienah Miller, Jacob Carlton with Gilmore & Bell, Steve Maddox and Brandon Watson with Edge Homes, Mike Hutchings with Anderson Geneva

6:00 PM REGULAR SESSION

Mayor Fullmer opened the meeting at 6:00 PM. Councilmember Judd gave the Pledge of Allegiance and invocation.

OPEN SESSION – Citizens' Comments

Mayor Fullmer opened the public session.

Resident Cienah Miller living in the Concord Apartments expressed concern with the parking situation in her complex for the next six weeks because of construction. She asked if the city could come up with a solution. Mayor Fullmer replied that there had been a meeting today to discuss solutions and that someone would get back to her on the results.

Mayor Fullmer called for further public comments. Hearing none, she closed the public session.

MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

Councilmember Earnest reported on the Orem Hospital Outreach Program. He suggested that the city do some social media posts about events that would be taking place, such as, screenings for people who did not have health care or did not go to the doctor regularly and where prescription drop-off boxes are located. He said that they also had campaigns to make Naloxone more available to the citizens, hope squads in the schools for suicide awareness, etc.

Councilmember Judd reported that interest rates were going to continue to rise. He said that they could affect the building in Vineyard. He mentioned that he attended a conference where Natalie Gochmour with the David Eccles School of Business, Kem C. Gardner Policy Institute, and who is also the chief economist for the Salt Lake Chamber of Commerce, presented on the continued housing shortages. He mentioned that new legislation could be introduced during the next session about how to address the housing shortage.

Councilmember Flake reported that he electronically attended the Utah League of Cities and Town's Legislative Policy Committee meeting where they passed four resolutions, which were:

1. Medical Marijuana – the League opposes any legislation that preempts the city's ability to govern planning, zoning, business licensing, etc., as part of that activity.
2. Water – the League supports transparency and water retail rates and the setting of those rates. They also support an amendment to Article 2 Section 6 of the Utah Constitution that would prohibit the state from taking away from the city the right to oversee municipal water systems.
3. Motor fuel tax – 2018 House Joint Resolution 20 posed a question on the election ballot to determine if citizens were in support of a 10-cent tax on fuel. A portion will go to transportation and a portion will go to education. The committee passed that they wanted the legislation to be enacted as written.
4. Growth, housing, maintaining the individual character of communities, and the rights of city governments – the committee passed a statement that read "we support initiatives to accommodate the population growth through flexibility and alternative methods of creating housing. We support the accessibility of new rules, where appropriate, for accessory housing in cities. We want the ability to continue to set our own zoning and ordinances that are appropriate for the towns which each community has. We want more information from the state to press forward on the housing problem and how it can be taken care of."

Councilmember Flake mentioned that there had been some questions about 2018 House Bill 259 - Moderate Income Housing. He said that there had been no decision made and would be up for further discussion. He explained that the main problem was that the legislature was looking at taking away zoning rights from the city.

Councilmember Riley reported that he had spoken with a Provo City Police Officer about the problem Provo had with predatory towing. He asked if Vineyard had a towing ordinance and how we would address predatory practices. He said that with the parking problem, the city could at least prevent further problems with predatory towing. He suggested that the city review the Provo City Ordinance and adopt something similar for Vineyard.

STAFF AND COMMISSION REPORTS

City Manager/Finance Director – Jacob McHargue – Mr. McHargue reported that the city had started the soccer program last week and had 400 participants sign up. He explained that there had been an issue with parking at the first game. He said that there would be overflow parking available in the detention basin at Grove Park. He mentioned that they would be moving all

96 games to Grove Park. Councilmember Judd asked if the city had an agreement with Freedom
97 Preparatory Academy to use their parking lot. Mr. McHargue replied that the city did not have an
98 agreement with them, but an understanding that the parking lot was available if the school did
99 not have an event going on.

100
101 Public Works Director/Engineer – Don Overson – Mr. Overson reported that opening Grove
102 Park had created some issues for the Public Works Department. He said that every weekend
103 there were crews working four to five hours cleaning up after people who had used the park. He
104 expressed concerns with trying to curb the litter in the park. Mayor Fullmer asked if the city had
105 put out any education to the residents. Mr. Overson replied that some of the people using the
106 park were not residents so staff needed to be more diligent about cleaning up the park and
107 making sure the people who rent the pavilions are cleaning up after themselves. Mayor Fullmer
108 asked if the city had a litter ordinance. Mr. Church replied that they did. He asked how much was
109 charged for the cleaning deposit. He suggested that they make it higher and not refund it if the
110 pavilion was not cleaned. Mr. Overson explained that the pavilion rental was for the entire day
111 and if they left early and afterwards anyone could use it and the city would not know who had
112 left it dirty. There was further discussion about cleaning up the park. Mr. Overson stated that
113 they had not set aside enough funds to cover the cost of cleaning up the park every day. He also
114 stated that they did not have not enough staff to check it daily. Mr. Church suggested that the city
115 hire a volunteer or part-time park ranger to check the park. Councilmember Judd asked it was a
116 lack of trash receptacles. Mr. Overson replied that they had the trash receptacles, but people were
117 not using them. There was further discussion about how to monitor the park. Mayor Fullmer
118 asked staff to look at hiring a volunteer park ranger.

119
120 Mr. Overson reported that the city was in the process of bidding the Center Street Overpass. He
121 hoped to present a contractor to the City Council by the second meeting in October.

122
123 City Attorney – David Church – Mr. Church had no new items to report.

124
125 Utah County Sheriff's Office – Sergeant Holden Rockwell – Sergeant Rockwell reported that the
126 crosswalk safety shifts started this week during school hours. He said that there was a new
127 crosswalk law on the Sheriff's Vineyard Facebook page and the City's Facebook page. He
128 responded to Councilmember Riley's comments about predatory towing and said that in the staff
129 meeting they had already discussed the Provo Ordinance so they were in the process of that. He
130 explained that all of the deputies carry Naloxone (which is used for the emergency treatment of a
131 known or suspected opioid overdose) and that there was a prescription drop box in the upstairs
132 lobby of the City offices.

133
134 Community Development Director – Morgan Brim & Planning Commission Chair – Cristy
135 Welsh – Ms. Welsh reported that the Planning Commission held a tour of the Walkara Way
136 Project. She explained that it was the property on the south west side of Vineyard bordering the
137 lake and would connect to Orem and Provo. She reported that they were working on getting
138 names for the two Waters Edge parks and should have them ready to present at the next meeting.
139 Mr. Brim explained that he had met with Jake and Keith Holdaway on the Walkara Way Project.
140 He said that Orem wanted to make sure that the Utah Lake Commission would be the project

managers over the project. Mayor Fullmer stated that Eric Ellis, the Executive Director of the Utah Lake Commission, had spoken with the project coordinators.

Mr. Brim reported that the Mill Town project was proceeding nicely. He said that they had preliminary review of the full site plan and that the final site plan and conditional use permit would be submitted soon.

City Recorder – Pamela Spencer – Ms. Spencer had no new items to report.

Building Official – George Reid – Mr. Reid was excused. Mr. McHargue reported that the Building Department had hired a new Inspector-in-Training who had received his first “Residential Inspection” certification.

Water/Parks Manager Sullivan Love – Mr. Love reported that the Grove Park splash pad had been turned off for the season. He said that he had been working with the contractors for the splash pad and park to complete their punch list items. He reported that Flagship Homes was working with a new contractor on the park strip landscaping on Loop Road and Vineyard Road and they should see the landscaping up to a level that the city would be willing to accept it. Councilmember Earnest asked if the splash pad could be turned back on for the weekends. Mayor Fullmer explained that with it being the first year, they were still learning how it worked and were concerned with a frost. They would be researching it and maybe able to change the time for next year. Mr. Love stated that they were still working with the contractors to correct issues.

DISCUSSION ITEMS

No items were submitted.

CONSENT ITEMS

a) Approval of the August 22, 2018 City Council Meeting Minutes

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER FLAKE MOVED TO APPROVE THE MINUTES OF AUGUST 22, 2018. COUNCILMEMBER JUDD SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

MAYOR’S APPOINTMENTS

No names were submitted.

BUSINESS ITEMS

8.1 PUBLIC HEARING – TEFRA Bond Hearing Resolution 2018-13

A public hearing will be held by the Vineyard City Council regarding the proposed issuance by the Arizona Industrial Development Authority of its revenue notes, bonds or other

obligations in one or more series from time to time pursuant to a plan of financing bonds in an amount not to exceed \$15,000,000. The public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended. The proceeds from the sale of the Bonds will be loaned to Three Twenty East Gammon Road, LLC (the "Borrower"), a Utah limited liability company, the sole member of which is the Franklin Schools Foundation, dba Franklin Discovery Academy, a Utah nonprofit corporation and an organization described in Section 501(c)(3) of the Code, and used to (a) finance the cost of the acquisition and construction of charter school facilities and the associated improvements thereon, consisting of approximately 45,000 square-feet of elementary school facilities located on an approximately 5.0 acre site at 320 E. Gammon Road in Vineyard, Utah (the "Facilities"), (b) fund certain reserves as may be required, (c) fund capitalized interest on the Bonds, if any, and (d) finance costs of issuance of the Bonds (collectively, the "Project"). The Facilities will be owned by the Borrower and will be leased to and operated by Franklin Discovery Academy – Vineyard, a Utah nonprofit corporation and an organization described in Section 501(c)(3) of the Code. The mayor and City Council will act to approve this request by resolution.

Mayor Fullmer turned the time over to Jacob Carlton with Gilmore & Bell.

Mr. Carlton explained what a TEFRA (Tax Equity and Fiscal Responsibility Act) hearing was. He said that the City was not liable for payment of the bond. He said that this was to allow members of the public to express any concerns. He added that the bonds were being issued by the Arizona Industrial Development Authority. He said that this would allow the school to purchase their facilities.

Mayor Fullmer called for a motion to open the public hearing.

Motion: COUNCILMEMBER JUDD MOVED TO OPEN THE PUBLIC HEARING AT 6:31 PM. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. MOTION CARRIED UNANIMOUSLY.

Mayor Fullmer called for public comments. Hearing none, she called for a motion to close the public hearing.

Motion: COUNCILMEMBER JUDD MOVED TO CLOSE THE PUBLIC HEARING AT 6:32 PM. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. MOTION CARRIED UNANIMOUSLY.

Mayor Fullmer called for a motion to approve the resolution.

Motion: COUNCILMEMBER JUDD MOVED TO APPROVE RESOLUTION 2018-13 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VINEYARD, UTAH, APPROVING THE ISSUANCE BY THE ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY OF ITS CHARTER SCHOOL REVENUE BONDS (FRANKLIN DISCOVERY ACADEMY PROJECT) SERIES 2018A IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000. COUNCILMEMBER RILEY SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. MOTION CARRIED UNANIMOUSLY.

8.2 DISCUSSION AND ACTION – Vineyard Shores Preliminary Plat

The applicant, Edge Homes, is requesting preliminary plat approval for the Vineyard Shores. The subject property is located within the Town Center Lake Front Residential district. The subject property extends north from 400 North to just south of the Vineyard Connector and extends west from the Waters Edge subdivisions the Preserve and Villas to the edge of the existing Vineyard Road and Utah Lake. The applicant is proposing fifteen (15) Single-Family Lots, forty (40) Condo buildings and forty-five (45) Townhome buildings for a total of 685 residential units. The mayor and City Council will take appropriate action.

Mr. Brim presented the site plan for reference. He noted that a full presentation was given at the last meeting. He said that staff had worked with the applicant on their transportation impact analysis. He added that there had been no major updates since the last meeting.

Councilmember Riley asked what the process was that staff had gone through to address the concerns that the residents had. Mr. Brim explained that staff had worked with the applicant for four to five months to meet code. He said that this plan presented to night was far from the original concept plan. He added that he was comfortable with the density and that he required the applicant provide a traffic impact study. He felt that the city had been forward thinking when they developed the Town Center Code in requiring specifications for the streets. He felt that according to the traffic study the infrastructure would handle the traffic. He said that Councilmember Judd had requested that the applicant swap the Townhomes with the Condominiums and stated that the applicant would be responding to his request.

Councilmember Riley stated that one of the residents said that they wanted to see that the applicant had met each section of the ordinance. He asked if staff was confident that the developer had met every single section of the ordinance. Mr. Brim replied that for the plat he felt comfortable with their meeting the code. He said that for the site plan they would have to provide details of architecture, meet the form-based code for the distance of each story, orientation of the buildings, landscaping, etc. He explained that the preliminary plat was where the council looked at the overall units and where they would be located. He said that staff felt that with the constraints with the powerlines, that all of the code requirements were met. He explained that this property was not given any density limitations but that it listed the uses they could have. He said that it required a mix of uses and that staff had worked with the applicant to include single-family homes, two different town home types, and multi-family units. He felt that they had come as close as possible to the mixed-use requirements. He explained that there was code section that required that the units front 300 West but there was another section in the code that allowed the city planner to work with the developer to make modifications. He said that because the doors would face powerlines they turned some of the units to face into the development. He felt that staff had done an exhaustive analysis with the zoning code. Mayor Fullmer mentioned that council could stipulate in the motion if they wanted some specific changes in the site plan. Mr. Brim explained that council could make a condition of approval that they orient some of the units to face 300 West. Councilmember Earnest felt that it did not make sense to have the units face the powerlines.

Mayor Fullmer turned the time over to Steve Maddox with Edge Homes.

Mr. Maddox said that he had taken copious notes at the last meeting and spent hours afterwards addressing the citizens' concerns. He said that he realized that there were market conditions with a housing crisis and housing affordability. He said that years ago he noticed a contradiction between the lake and the steel plant. He felt that there was now a contradiction of whether the lake was something to behold or stay away from. He said that he wanted to make a difference on the shoreline. He reported on what had happened in the last two weeks. He said that the project

was being looked at from north to south and east to west. He said that Mr. Church had stated at the last meeting the city's hands were tied by the code and Mr. Maddox stated that he wanted to do what was right. He said that Anderson Geneva had made commitments four years ago and he needed to listen. He said that one of the issues that kept coming up from staff was open space. He commented that he had recently learned about the promenade and the vision for it. He said that he had worked with Gerald Anderson and came to an agreement that Edge Homes would acquire five acres and dedicate that land to the city. He said that he would be taking the resources for the lakefront improvements and moving them to the promenade.

Mike Hutchings with Anderson Geneva explained that in discussions about the promenade he had heard that there were concerns if and how the promenade would be built. He said that Anderson Geneva would be willing to give the promenade ground. He suggested that they have a development agreement with the city to ensure that Anderson Geneva gives the ground, which was approximately 17 acres, and in return the city would agree to use the ground for the promenade and to implement the development code. He added that they wanted to stipulate that the promenade be used as open-space credit to developers when they build their portion of the promenade. He suggested that the developers be reimbursed for the improvements on the promenade exactly as was being done in the Flagship development. He said that if the council would like a certain amount of money that would be used by Edge Homes, that the same money be used to develop the promenade. He added that Edge Homes would not need credit for their open space because it was already being met in their development. He said that they were asking that the city transfer the open-space credit to other builders in the town center development. He suggested that they also consider in the development agreement how the infrastructure would be installed and paid for in and around the promenade area. He stated that Anderson Geneva was acting in good faith and did not have to do it.

Mr. Church expressed concern that the residents, staff, and council were treating the Edge Homes project like a standalone project. He explained that Edge Homes was applying to do only a part of a larger project. He said that the question was if Anderson Geneva would be selling off pieces of the project, how was the city going to ensure that plan was actually built. He said that the major road, which they were required to build, looked like a system road which would benefit the entire project. He said that Mr. Hutchings was willing to agree to a development agreement that laid out who would build each element. He said that no individual developer would be willing to build a piece of the promenade. He said that other items were the major road, parking around the FrontRunner station, sewer lines, etc. He said that they needed an agreement where they identified those things and they needed specific permission from Anderson Geneva to say that they were requesting as the landowner that they use RDA tax increment to build the infrastructure to further the development. He said he was assuming everyone was committed to the plan because of the ordinance. He stated that, according to staff, Edge Homes had complied with the procedural requirements up to this point. He said that with the development agreement with Anderson Geneva, and the conditions that the plan would place on Edge Homes, to get the first piece started. He said that if the economy stayed strong they could get more built, but if it did not then they would have the mechanism to get the project completed.

Mayor Fullmer asked if they needed to add a stipulation to the motion that a development agreement would be tied to the project. Mr. Church replied that the code as written anticipates that they had a development agreement as part of the approval. He said that the city would approve the site plan conditioned on the developer complying with the required elements of the code, the form-based code, etc., and that it be reflected in a development agreement.

Mr. Hutchings said that Anderson Geneva was willing to donate over \$5 million worth of property and that they were not asking for reimbursement. He felt that staff and council were concerned that Anderson Geneva was going to cherry pick the project and not build the promenade. He said that they wanted it to be a comprehensive plan. Mr. Church felt that it was important that the public focus on the whole Town Center plan. He said that if the Town Center had come in first with tall office buildings and the train station there would have been a different response. He explained that this was urban development and the first piece to come in was the least appealing because it was more of the same that the city already had. He felt that it was a lovely community even with the density. He said that the city needs the agreement to ensure that the whole project was built.

Mayor Fullmer said that on September 18 at 5:30 PM they would be having a General Plan discussion for the public to give input and learn why it had been planned that way.

Brandon Watson with Edge Homes stated that they were taking the citizens' and council's concerns from the last council meeting seriously and wanted to do the development in the correct way. He said that he wanted to address the parking concerns. He said that he had met with staff at The Preserve development to determine what could be done to resolve their parking issues. He said that they were able to carve out 35 extra parking stalls without using any of the open space. He stated for the record that they would be providing more open space than required in the Vineyard Shores development. He said that there would be almost 2,100 parking stalls, which was just shy of three parking spaces per unit. He added that there would be about 100 additional public parking spaces along 300 West, which was not included in the required parking. He stated that prior to final plat approval they would be presenting the site plan.

Councilmember Earnest asked if they were no longer doing the improvements along the lake shore. Mr. Maddox replied that they had allocated about \$1 million for the improvements and were now shifting the money to the land that Anderson Geneva would be donating to the city. They would design, build, or donate to the promenade as indicated in the agreement previously mentioned. Councilmember Earnest asked about access points to the lake. Mr. Maddox explained that accessibility from 300 West would be included in the development.

Councilmember Judd asked about the clubhouse on previous versions of the plan. Mr. Maddox explained that there would be a private clubhouse and amenities for the development. Councilmember Judd asked if the private clubhouse was included in the open space requirement. Mr. Watson replied that it was included in the 26 percent open space and was approximately three acres. Councilmember Judd asked how much space it would take up. Mr. Maddox replied that it would take up about 4,600 square feet. Mr. Brim explained that the footprint would not be included in the open space but the amenities would be included.

Councilmember Riley asked about the property under the powerlines. Mr. Brim explained that it could be used as open space but a lot of it would be adjacent to the road. Mr. Watson explained that the easement was 120 feet wide, which takes up eight acres of ground that could not be used. Councilmember Riley asked if they were counting the eight acres in the open space requirements. Mr. Watson stated that there would be an eight-foot trail. there was further discussion about the powerline corridor. Councilmember Riley stated that if they were counting those eight acres then they needed to make it usable, publicly-accessible open space. Mr. Brim responded that the code required open space but did not require it to be public. He added that the area where the trail runs would be public. Councilmember Riley asked how they were going to get improvements on the lake. Mr. Brim felt that the lake improvements were part of another discussion with the city. The lakeshore was state owned lands and they would need approval from them. Mr. Church explained that the lake improvements were only a quarter of a mile from

where the promenade was envisioned. There was a discussion about lake improvements and the promenade. Mr. Overson explained that the powerline corridor was laid out in the plan. Mr. Church stated that it was not intended to be empty property. It would include a road, trail, and parking.

Councilmember Flake stated that the proposed agreement would address some of the failures of the plan which did not include a funding mechanism or plan for the promenade. He said that he was good with the tradeoff of the lakefront improvements for the promenade.

Councilmember Earnest felt fundamentally there was code in place and it was the developers land. There was a beautiful plan in place and the city would be getting a nice addition with the promenade.

Mr. Maddox stated that he did not want to fail on this project. He said that if there was something above and beyond what was already in the code he would be open to working with the city to enhance the project and effectively make the power corridor more enjoyable.

Mayor Fullmer asked where the power corridor was on the plat. Mr. Watson explained where the 120-foot power corridor was located on the plat. There was a discussion about the power corridor and the development plan.

Mayor Fullmer asked the developers if they were set on naming the development Vineyard Shores. Mr. Watson replied no. Mayor Fullmer said that residents had asked if the city could limit the occupancy to two unrelated. Mr. Church replied that they could not, according to the state code, unless they had a university located in the city. There was a discussion about university owned land. Mr. Church stated the they could strengthen the language on the definition of family.

Mayor Fullmer explained that she had cross-checked the code with the development plan. She acknowledged that a lot of the concerns would be addressed during the site plan process. She said that she did find a few things that did not meet the Town Center Code.

- The code stated that the buildings needed to face onto 300 West – The reason they were not facing 300 West was because of the powerline corridor. Mayor Fullmer added that families would like their children to be on smaller roads and 300 West would be a main thoroughfare.
- Building forms include a mixture of single purpose townhomes, mansion homes and small single-family lots – The developer had included every type except for mansion homes and was willing to adjust and add them if it was important to the city.
- Traffic and parking – There were three traffic studies done along with the traffic analysis that the developer had done. The roads that were interior
- Traffic and pedestrians should be able to traverse the area on bike, foot, and in a car easily. Mayor Fullmer asked Mr. Overson how they determine what was a low impact road. She also asked if there were sidewalks on the interior portions next to the homes. They needed to have walkable and bikeable areas. She said that they needed to create a bike path in the development beyond a shared lane. Mr. Watson replied that there would be a sidewalk on one side of the road. He added that there was a trail system that went up 300 West along with the sidewalks along Loop Road.

Mr. Overson explained that when master planning a community, they look at collector and arterial roads to move traffic in and out of the community. He stated that 300 West would be a collector road. He said that the roads were designed for a 35-mile-an-hour speed limit and they

447 had controlled crossings at intersections. He said that the difference between a collector road and
448 a residential road is that the residential road is at a lower speed with more interactivity between
449 bikes, pedestrians, and cars. He said that when they were talking about side streets, they need to
450 know if they are a residential road or an alley. He explained that in this subdivision most of the
451 streets were short and considered low-impact streets and people could use any type of
452 transportation without much conflict. Councilmember Riley expressed concern that the traffic
453 study had a passing grade on an intersection but had a failing grade on one piece of it. He
454 suggested that there be a way to for a right out only onto the Vineyard Connector to get traffic
455 out of the city. He stated that he did not want a left-hand turn that would fail. Mr. Overson noted
456 that there was an addendum to the traffic study. He said that there was only one movement that
457 actually failed in both of the intersections in the study. He said that the one of the assumptions
458 that was made in the traffic study was that only 10 percent of the traffic would be going north on
459 300 west and eventually connecting to the freeway at some point. He said that when the road was
460 improved there would be 30 percent of the traffic going to the Vineyard Connector. He said that
461 when the traffic moved to the Connector that impact would go away on that intersection. He
462 added that 400 North was not signalized and would require a signal at some point, which would
463 create a break between 800 North and 400 North and bring the movement up to a passing grade.
464 He mentioned that once the Center Street Overpass was opened up a lot of the traffic from the
465 Homesteads development would use it and reduce the amount of traffic on Main Street.

466
467 Councilmember Riley clarified that the standard for this type of housing and units translated into
468 so many trips per day for the study. He felt that with the growth in the city they were generating
469 a lot more trips than anticipated based on how the housing was being utilized. He felt that they
470 were underestimating the traffic. Mr. Overson explained that traffic flows were based on peak
471 times of day. He said that normally they were from 7-9 AM and 4-6 PM and most college
472 students did not impact the volume of traffic at peak times. He said it was children going to
473 school and people trying to go to work. He said that the city had done a study at the same time
474 that the transportation impact study was being done and neither study warranted a signalized
475 intersection. He said that engineers had depended on being able to analyze and apply these
476 methods for years. He said that he was not worried about someone not being able to get out of
477 Vineyard. He felt that they had done a good job of designing the collectors and arterial roads and
478 had not yet met the capacity of these roads.

479
480 Councilmember Riley asked if there would be a way to get on the Vineyard Connector from 300
481 West. Mr. Overson replied that 300 West would extend to 1100 North before it connected to the
482 Vineyard Connector and that 1100 North would also connect into Main Street.

483
484 Councilmember Judd expressed concern with the engineers only picking one day for their study.
485 Mr. Overson replied that most days were typically the same. Councilmember Judd asked what
486 the city could do to push the completion of the Vineyard Connector to 1100 North. Mayor
487 Fullmer replied that there was meeting schedule with UDOT and other entities to attempt to
488 focus on completing the connector to 1100 North. Councilmember Judd hoped that if the
489 promenade were to be completed then there would be more people using the Connector. Mayor
490 Fullmer suggested that they write letters to show how much the city had been built out and that
491 they were looking towards finishing the FrontRunner station. There was further discussion about
492 the roads.

493
494 Councilmember Judd suggested that if staff felt that there should be a signal light at 400 North,
495 then they should put it in. Mayor Fullmer asked if once they did a traffic study they had to follow
496 it. Mr. Overson replied that it was the city's prerogative to put a signal where ever they wanted
497 to. He was concerned that they would be setting a precedent and would have a hard time refusing
498 future requests. Mr. Church stated that if the study warranted it, then putting it in early would not

be a problem. Mr. Overson stated that based on his experience it would be warranted in the future and he felt that there were a few places in the city they would have signals.

Councilmember Judd stated that there were going to be three parking spaces per unit according to the preliminary plat. He asked if they should allocate the extra six percent of open space for parking now. Mr. Maddox felt that if they provide too much parking, then they ran the risk of having additional residents. He said that they would like to see a mechanism from the city to educate the abusers on the code. He did not want to take out green space. Mr. Church said that the next step would be detailed plans that would include the cross sections, open space, parking, architectural requirements from the form-based code, and other details. He said that the motion should be to approve the preliminary plat with the condition that they comply with the code and the development agreement. He said that the Planning Commission and staff would have to work to tighten everything up.

Mr. Brim explained that the on-street parking would be a policy decision that the council would need to make. He said that it seemed appropriate to limit overnight parking, but they would need to provide a place where the public could park and not have it turn into overflow parking for the developments. He recommended that they determine how they would program it before it was built.

Mayor Fullmer stated that she was encouraged by the developer's commitment to work on parking issues. She asked if there was a mechanism or metric to determine where the city was off on parking requirements in the code. Mr. Brim replied that this development would have more parking than required and the street parking would provide 160 spaces to accommodate visitors. He said that staff had worked or were working with The Locks, Tucker Row, The Preserve, and The Concord Apartments to add additional parking spaces. He added that the Alloy had added an additional 60 parking spaces. Mayor Fullmer stated that she was specifically concerned with this because it was next to the Town Center. She asked staff to keep thinking about it to make sure they were planning accordingly. Mr. Brim recommended that they hold a work session every other meeting or so to discuss potential issues and look at the city holistically to show a comprehensive plan and to be proactive. He suggested that they also add the lake to the discussions.

Councilmember Earnest commented that the elected officials told the residents during the election cycle that they would keep building and developing. He said that they had an application to develop property with the city's consent and continued cooperation. He added that this now included a piece of the promenade that would add a lot towards the city's plan. He stated that he was ready to make a motion to approve the Vineyard Shores preliminary plat, based Mr. Church's recommended conditions. Mr. Church felt that they should include the following conditions:

1. That the development agreement be done with the major landowner for the Town Center Plan
2. The development agreement be completed with Edge Homes for their plan
3. That the developer comply with the requirements in the code for the next phase, which are the detailed site plans, architectural plans, and landscaping plans required by the Town Center Code.

Councilmember Riley asked if there were any conditions recommended by the Planning Commission. Mr. Brim replied that they had complied with the condition that the townhomes next to the clubhouse be removed. He felt that the current plan addressed the Planning Commission's comments. Mayor Fullmer asked if they wanted to add requiring mansion homes. Councilmember Earnest said that he was okay without mansion homes. Mayor Fullmer

suggested that they add a condition that the Planning Commission could add mansion homes if they felt it was important. Mr. Brim replied that they could discuss it without a condition in the motion. Councilmember Earnest reminded everyone that this was a decision made a long time ago. He said that in future plans and code they could make sure high density was controlled. Mr. Brim asked Councilmember Earnest that he add in his motion the conditions in the staff report.

Motion: Councilmember Earnest moved to approve the Vineyard Shores preliminary plat based on the following conditions:

1. That the development agreement be done with the major landowner for the Town Center Plan.
2. The development agreement be completed with Edge Homes for their plan.
3. That the developer comply with the requirements in the code for the next phase, which are the detailed site plans, architectural plans, and landscaping plans required by the Town Center Code.
4. The applicant works with staff on the northern extension of the Lake Front Street and with the required alignment for the westside Lake Promenade.
5. The applicant pays any outstanding fees and makes any redline corrections.
6. The applicant be subject to all federal, state and local laws.
7. Mayor Fullmer's request that the name may be changed.

COUNCILMEMBER JUDD SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

CLOSED SESSION

No closed session was held.

ADJOURNMENT

Mayor Fullmer called for a motion to adjourn the meeting.

Motion: COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 8:10 PM. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

The next regularly scheduled meeting is September 26, 2018.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 26, 2018

Agenda Item: 9.1 Naming of Parks

Department: Community Development

Presenter: Elizabeth Hart

Background/Discussion:

The Parks and Trails Committee is submitting names for the Waters Edge 3-acre and 6-acre parks, as well as, the pocket park in the Le Cheminant subdivision.

Fiscal Impact:

None

Recommendation:

3- Acre Park:

- 1) Sunset Beach Park
- 2) Sunset View Park

6-Acre Park:

- 1) Penny Springs Park
- 2) Vista Springs Park

Le Cheminant Pocket Park

- 1) Rendezvous Park

Sample Motion:

N/A

Attachments:

Applications
Maps



**APPLICATION FOR THE
NAME OF PUBLIC LANDS AND FACILITIES**

Date: 9/18/2018 Date Application Received: 08/29/2018

Name of Applicant: Vineyard Parks and Trails Committee

Applicant Address: N/A

Applicant Phone/email: N/A

1. Type of Public Land or Facility to be named

Waters Edge 3- Acre Beach Park

2. Location or Address of property in question

**Please provide a map identifying the proposed location. If proposing a name for a trail please indicate how many miles.*

300 West and 400 North

3. Proposed Name

1) Sunset Beach Park

2) Sunset View Park

4. Please provide a narrative on the background, history and/or evidence to support the proposed name.

With the park's location next to Utah Lake and the amphitheater and open lawn within the park this park the perfect location to watch the sunset in Vineyard.



FOR CITY STAFF USE ONLY

Parks and Trails Committee Review Date: 08/29/2018

Parks and Trails Committee Recommendation:

The Parks and Trails Committee came up with two (2) names but is recommending "Sunset Beach Park".

The committee held a meeting that was open to the public on August 29th and did not receive any negative feedback regarding the recommended name.

City Council Review Date: 09/26/2018

City Council Decision:

Approved: _____

Denied: _____



VINEYARD
STAY CONNECTED





APPLICATION FOR THE NAME OF PUBLIC LANDS AND FACILITIES

Date: 9/18/2018

Date Application Received: 08/29/2018

Name of Applicant: Vineyard Parks and Trails Committee

Applicant Address: N/A

Applicant Phone/email: N/A

1. Type of Public Land or Facility to be named

Waters Edge 6-Acre Community Park

2. Location or Address of property in question

**Please provide a map identifying the proposed location. If proposing a name for a trail please indicate how many miles.*

Main Street and Vineyard Loop Road

3. Proposed Name

1) Penny Springs Park

2) Vista Springs Park

4. Please provide a narrative on the background, history and/or evidence to support the proposed name.

Penny was a Holdaway Family horse that the children of Vineyard would take to a local pond that was deep enough to swim in. The children would climb on top of Penny and jump off of her into the pond.



FOR CITY STAFF USE ONLY

Parks and Trails Committee Review Date: 08/29/2018

Parks and Trails Recommendation:

The Parks and Trails Committee came up with two (2) names but is recommending "Penny Springs Park".

The committee held a meeting that was open to the public on August 29th and did not receive any comment regarding the recommended name.

City Council Review Date: 09/26/2018

City Council Decision:

Approved: _____

Denied: _____



VINEYARD

STAY CONNECTED





APPLICATION FOR THE NAME OF PUBLIC LANDS AND FACILITIES

Date: 9/18/2018

Date Application Received: 08/29/2018

Name of Applicant: Vineyard Parks and Trails Committee

Applicant Address: N/A

Applicant Phone/email: N/A

1. Type of Public Land or Facility to be named

Le Cheminant Pocket Park

2. Location or Address of property in question

**Please provide a map identifying the proposed location. If proposing a name for a trail please indicate how many miles.*

Le Cheminant Subdivision on Vineyard Road

3. Proposed Name

Rendezvous Park

4. Please provide a narrative on the background, history and/or evidence to support the proposed name.

Following the French theme for that neighborhood and as it is the place that kids of the neighborhood meet for the school bus.



FOR CITY STAFF USE ONLY

Parks and Trails Committee Review Date: 08/29/2018

Parks and Trails Recommendation:

The Parks and Trails Committee is recommending "Rendezvous Park".

The committee held a meeting that was open to the public on August 29th and did not receive any comment regarding the recommended name.

City Council Review Date: 09/26/2018

City Council Decision:

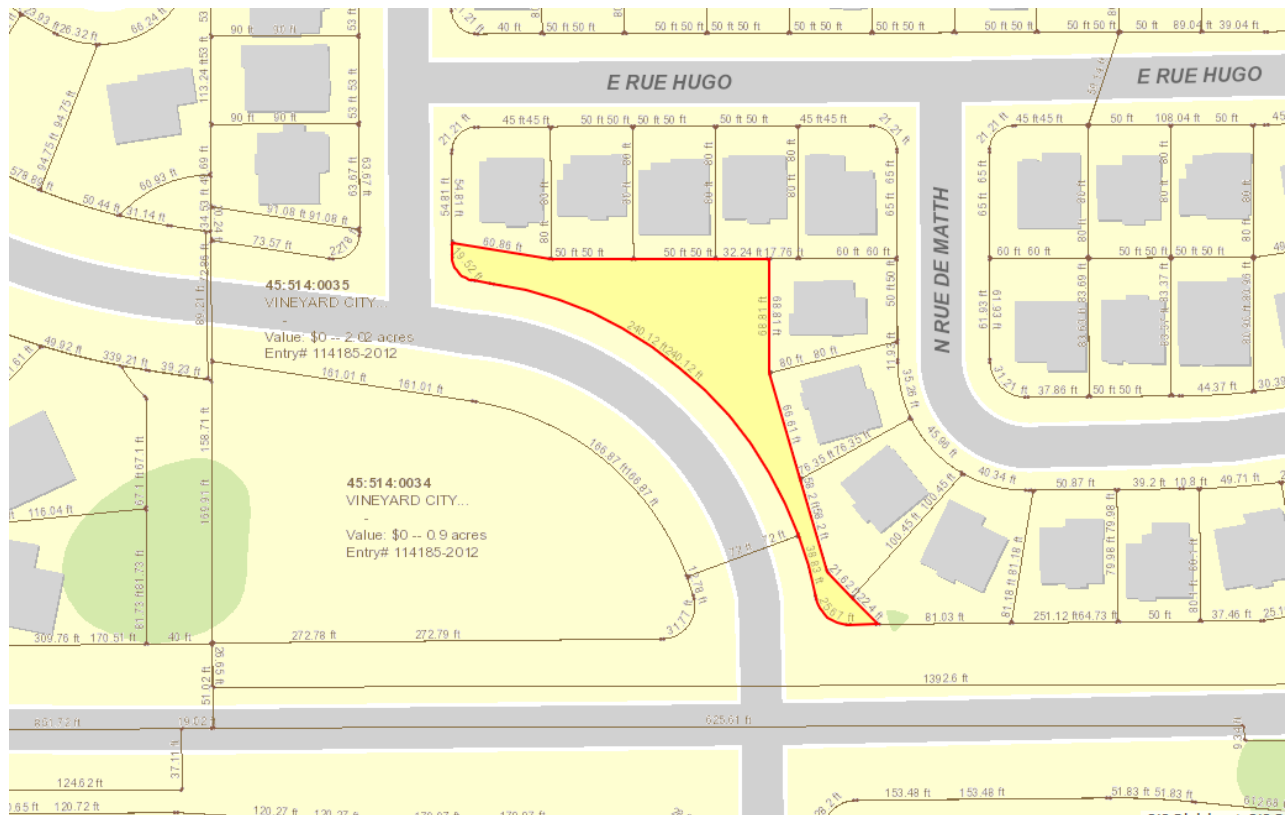
Approved: _____

Denied: _____



VINEYARD

STAY CONNECTED



RESOLUTION 2018-14

RESOLUTION OF VINEYARD, UTAH APPROVING AN INTERLOCAL AGREEMENT AMENDING AND JOINING CENTRAL UTAH 911

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District) and Nephi City and Juab County to provide dispatch services to its member agencies; and

WHEREAS, District desires all of its members to become members of Central Utah 911 and obtain dispatch services through the Agency; and

WHEREAS, by entering into an interlocal agreement that includes Juab County and Nephi City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

NOW THEREFORE, be it resolved by the Vineyard City Council, as follows:

1. The First Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of Vineyard, Utah.
2. Pursuant to Utah Code Annotated §11-13-209 (1953 as amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.
4. This Resolution shall become effective immediately.

DATED this 26th day of September, 2018.

Mayor Julie Fullmer

Attest:

Pamela Spencer, City Recorder

**INTERLOCAL AGREEMENT FOR JOINT
AND COOPERATIVE ACTION CREATING
CENTRAL UTAH 911**

This Interlocal Agreement for Joint and Cooperative Action Creating the Central Utah Regional Dispatch Agency (the “Agreement”) is made by and among Utah Valley Dispatch Special Service District (District), Juab County (Juab), and Nephi City (Nephi) (sometimes referred to herein individually as a “Party” and collectively as the “Parties”), pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (1953, as amended) (the “Act”). This Agreement is signed by the Parties on the dates indicated and is effective upon completion of the filing requirements of the Act.

RECITALS

A. The Act allows public agencies to jointly exercise any power, privilege, or authority exercised or capable of exercise by a Utah public agency for the betterment of itself and its constituents.

B. The Act provides that the public agencies may create a legal entity to exercise such powers, privileges, or authority.

C. The Parties share a common interest in providing dispatching emergency services for public safety agencies in unincorporated Utah and Juab Counties, as well as various cities located in Utah and Juab Counties.

D. The Parties recognize that the health and safety of residents and visitors in Utah and Juab Counties depend on prompt and efficient dispatch of emergency services and the Parties will exercise the powers, privileges, and authority granted through the laws of the State of Utah to achieve this purpose.

E. The Parties have found that prompt and efficient dispatching of emergency services can best be achieved by sharing resources, thus achieving economies of scale, minimizing duplication of costs, and eliminating artificial boundaries.

F. The Parties have determined that joint and cooperative action of the Parties in operating through a separate legal entity established under authority of the Act will help implement the desired economies of scale; promote the objectives stated above as well as the health, safety, and welfare of their residents and visitors, and provide other benefits.

H. The Parties hereto desire to jointly enter into this Agreement to accomplish the purposes set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby contract, covenant, and agree as follows:

SECTION 1 - CREATION

The Parties hereby create a separate legal and administrative interlocal entity to be known as the “Central Utah 911,” empowered under the authority of the Act to be a public agency and political subdivision of the State of Utah (the “Agency”).

SECTION 2 - DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them in this Section, as well as such other meanings as are clear from the context:

Act: the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq.

Alternate Director: an individual appointed as an alternate to a Director as provided in this Agreement.

Agency: the Central Utah 911 governmental interlocal entity created pursuant to this Agreement.

Agency Service Area: that area serviced by the Agency, as shown on the map attached hereto as Exhibit A.

Board: the Board of Directors of the Agency, which is the governing body of the Agency.

Director: an individual appointed by a Member to serve on the Board as provided herein.

Dispatch: the act of receiving and calling out emergency services, including 911 calls, generally related to police, fire, ambulance (EMT, paramedic, etc.), or search and rescue. The events require dispatch to stay in contact with the emergency services until the incident is completed.

District: Utah Valley Dispatch Special Service District.

Facility: any property or works owned, operated, or used by the Agency in connection with the advancement of the purposes for which the Agency was created, including, without limitation, buildings and other structures, wherever such facilities may be located, computer equipment and radios used to dispatch, relay devices and towers, and other real or personal property deemed necessary to fulfill the purposes of the Agency.

Member(s): public agencies consisting of Utah Valley Dispatch Special Service District, Juab County, and Nephi City, which currently constitute all of the Parties to this Agreement, and any additional Members admitted as provided in this Agreement.

Non-Member Contracting Entity: a public entity which provides emergency services that elects, by contract, to have the Agency dispatch for it.

Public Entity: a political subdivision of the State of Utah or any agency of the federal government.

SECTION 3 – AGENCY PURPOSES

- A. The purposes of the Agency are to:
1. dispatch emergency services for the public safety departments of its Members;
 2. operate, administer, manage, repair, and replace equipment necessary to dispatch emergency services;
 3. enjoy economies of scale and other benefits made possible through the joint and cooperative action of the Members;
 4. train dispatchers to promptly and efficiently dispatch emergency services, to work with emergency services personnel through the conclusion of an incident, and to calm and direct members of the public who make 911 or other emergency calls to the dispatch center.
- B. The Parties recognize that the accomplishment of such purposes are in the best interests of and promote the health, safety, and general welfare of the Parties and their respective residents and visitors.

SECTION 4 – POWERS

- A. In order to accomplish the purposes of the Agency, it shall, without limitation, have the power to:
1. Own, acquire, finance, operate, maintain, repair, and replace Facilities and lease and/or dispose of such Facilities;
 2. Employ and train dispatchers to work with emergency services personnel to provide emergency services to the public;
 3. Enter into contracts with public and private entities, as deemed beneficial by action of the Board;
 4. Prepare, update, and implement capital improvement plans;
 5. Consult and participate with the State of Utah, and other government entities on issues relating to emergency services, dispatching, allocation of funding and resources, and otherwise cooperate to provide prompt and efficient dispatching of emergency services;
 6. Acquire, possess, lease, encumber, and dispose of personal and real property;

7. Contract with Non-Member Contracting Entities that wish to have the Agency dispatch for them;
8. Contract for the provision of services to or from the Agency;
9. Contract for professional services consultants;
10. Employ such persons as it deems necessary;
11. Borrow money or incur indebtedness, including the issuance of revenue and other bonds, notes, and other obligations as permitted by law;
12. Pledge, assign, or otherwise convey as security for the payment of any indebtedness, the Agency's revenues and receipts;
13. Exercise the power of eminent domain as authorized under the Act;
14. Take such other actions, engage in such other transactions, enter into such contracts and agreements, and do all other things as may be necessary, convenient, or appropriate to accomplish its purposes or carry out any of its purposes or powers;
15. Contract for property, liability, and other insurance coverages and contracts as needed to protect the Agency, its Members, Directors, officers, and employees from and against any claim and/or loss; and
16. Exercise all powers now or hereafter granted to an Interlocal entity pursuant to the Act.

SECTION 5 – GOVERNANCE

A. Board of Directors.

1. The Agency shall be governed by a Board of Directors initially consisting of five directors ("Directors"). The Board shall be made up of three Directors appointed by District and one Director each appointed by Juab and Nephi. It is intended that, as the existing members of District join the Agency, they will each appoint a board member and that District will withdraw and not have any appointments.
2. Each Director shall serve at the pleasure of the Member who appointed them, and continue to serve until his or her successor is appointed and qualified. If a Director resigns, dies, is removed, or is otherwise unable to finish their service, the Alternate Director shall act in the stead of the Director who is no longer available. Thereafter the Member shall appoint a new Director or a new Alternate Director in accordance with Section 5(A)(1) and 5(B)(2).

B. Transaction of Board Business; Alternate Directors.

1. Votes Required for Board Action. It will require a majority vote of the Board to pass any measure.
2. Alternate Directors. Each Member making an appointment to the Board shall also appoint an Alternate Director for each Director it appoints to the Board, following the procedure set forth in Section 5(A)(1). The Alternate Director shall have no vote, except in the absence of the Director for whom he/she is

an alternate, in which event the Alternate Director shall be authorized to cast a vote in place of the absent Director.

- C. **Board Meetings.** The Board shall hold a regular Board meeting on a monthly basis, as scheduled by the Board, and may call and convene such other special Board meetings as shall be necessary to accomplish its work.
- D. **Committees.**
1. **Committees.** The Board may appoint such committees and sub-committees as necessary for the Agency to exercise its powers in the accomplishment of its purposes.

SECTION 6 – OFFICERS

- A. **Board Officers.** The Board shall appoint from among its Directors a chair, vice chair, and secretary/treasurer. The chair and vice chair shall be appointed to serve one year terms, and may serve up to three consecutive terms. The secretary/treasurer may be appointed to serve up to a three-year term, but may not serve consecutive terms. Except for the initial terms, all terms shall commence and end with the beginning and ending of the Agency's fiscal year. The initial chair and vice chair may serve the balance of the initial fiscal year, plus the next full fiscal year. The initial secretary/treasurer may serve the balance of the initial fiscal year, plus the next two full fiscal years. At least one of the Board Officers shall be from Juab or Nephi.
- B. **Executive Director.** The Board may appoint an executive director, who shall be a paid employee of the Agency. The executive director shall be employed at the discretion of the Board and shall be responsible to the Board for the proper and efficient administration of the Agency. The executive director shall plan, organize, and direct Agency activities as directed by the Board, appoint and, subject to applicable law, remove employees, authorize expenditures within the budget approved by the Board, and take such other actions which are authorized from time to time by the Board.

SECTION 7 – FISCAL YEAR

The fiscal year for the Agency shall be from and including July 1 through the following June 30.

SECTION 8 – BUDGET AND FINANCING

- A. **Budgets.** The budget for the Agency shall be established and maintained by the Board. Tentative budgets shall be prepared by the Board on or before March 1 each year and submitted to each Director. The final budget shall be adopted by the Board during June of each year.

- B. **Funding and Assessments.** 911 monies from each Member will be assigned to the Agency. In addition, the Agency shall make assessments to the Members to make up for the difference between the 911 monies and the costs to operate the Agency. Such assessments shall be apportioned among the Members on such basis as the Board determines proper, in its sole discretion. The Agency will notify Members of its proposed budget by March 1 of each year and invoice for the same on or about July 1 each year. Each Member shall pay the assessment within thirty (30) days of being invoiced. Any Member which does not pay assessments will subject them to expulsion from the Agency, or such other sanctions as the Board determines equitable under all the circumstances. A Director representing a Member or other entity which has not paid its assessment may not vote on any matter during any period in which the Member or other entity is delinquent on payment of any assessment.
- C. **Advances of Funds; Contributions.** Contributions or advances of funds or of personnel, supplies, equipment, or property may be made to the Agency by any Member or Non-Member Contracting Entity to accomplish the purposes of the Agency. Any such advance may be made subject to reimbursement as agreed by the Member, any Non-Member Contracting Entity, and the Agency.
- D. **Project Financing.** A Project may be financed in whole or in part by the issuance of bonds and/or notes of the Agency payable from or secured by the revenues and receipts derived from the ownership and operation of such Project. No Member, nor any entity represented on the Agency Board, shall be liable for any bond, note, indebtedness, or other obligation incurred by the Agency, nor liable for the indebtedness of any other Member, nor liable for any indebtedness or other obligation with respect to a Project, other than the obligations of such Member arising under its contracts with the Agency related to each separate Project.

SECTION 9 – TERM

The Agency shall exist for the later of fifty (50) years from the effective date of this Agreement, or five years after it has fully paid or otherwise discharged all of its indebtedness, as authorized by §11-13-204(3)(a) and (b) of the Act. Existing or future provisions of the Act allowing for a longer term automatically extend the term of this Agreement to the longest term allowed by the Act. An amendment to this Agreement may extend the term. The term shall commence when this Agreement is adopted by each Member and approved by an attorney for each Member, as provided in the Act, placed with the keeper of records of each Member, and provisions of the Act required for initial formation of the Agency have been completed.

SECTION 10 – ADDING FUTURE MEMBERS

Future Members are admitted when the Board has approved an application by an entity seeking admission to the Agency, the governing bodies of all Members have

approved an amended Inter-local Agreement. Existing members of District may be admitted without incurring a membership fee. Other newly admitted members to the Agency will be assessed a membership fee equal to the pro-rata portion of the value of assets owned by the Agency at the time of admittance. Newly admitted members shall have equal footing with all Members upon being added as Members.

SECTION 11 – WITHDRAWAL

A Member may withdraw from the Agency subject to such terms and conditions as shall be specified in a withdrawal agreement between the Member and the Agency. Such withdrawal shall not affect any contractual liability of such Member to the Agency or to other Members. No Member shall be permitted to withdraw if such withdrawal would cause the Agency's existence to terminate, or otherwise cause the Agency to be in violation of any contract or bond obligation set forth in any indenture, contract, or other agreement with any third party, except upon consent of the Board. A withdrawing Member is not entitled to receive any of the assets of the Agency upon its withdrawal.

SECTION 12 – TERMINATION

- A. The Agency shall be terminated and dissolved upon a unanimous vote of the Board.
- B. Upon termination, the Members are entitled to receive a distribution of Agency assets, based upon their individual capital contributions to the Agency. If capital contributions cannot be determined, the Members may distribute the assets in an equitable manner, as shall be determined by the Board in its discretion.
- C. If the Members cannot agree on an equitable distribution, they shall resort to mediation to resolve the conflict. If mediation does not resolve the disagreement, an arbiter shall be chosen by the Board, who shall hear arguments of the Parties and make a distribution. The distribution made by the arbiter shall be final and non-appealable.

SECTION 13 – MISCELLANEOUS

- A. This Agreement is governed by the laws of the State of Utah.
- B. The Members and any Non-Member Contracting Entity shall not be deemed to be partners, joint ventures, or associated in any manner which obligates them for the debts, defaults, or mistakes of any other party, or which renders them liable for the debts or obligations of the Agency.
- C. Should any part, term, or provision of this Agreement be held by a court of proper jurisdiction as void, illegal, in conflict with any law, or otherwise rendered unenforceable, the validity of the remaining portions shall not be affected, unless the purposes of the Agency are thwarted thereby.

- D. Directors shall have no liability to any Member for any act or omission in the performance of his/her duties as a Director.
- E. The Agency shall defend, indemnify, and hold harmless the Directors, officers, and employees for any action taken within the scope of the authority of the Agency.
- F. The Agency is entitled to the protections, obligations, and responsibilities conferred on public agencies by the Utah Governmental Immunities Act.
- G. This Agreement is unique to the Members hereof, and is, therefore, not assignable, though qualified public entities may be added according to the procedure set forth herein.
- H. This Agreement shall only be amended, in writing, upon the unanimous approval of the Members hereof.

SECTION 14 – NOTICE TO THE LIEUTENANT GOVERNOR

The governing body of each Party to this Agreement shall: (i) within 30 days after the date of the Agreement, jointly file with the Lieutenant Governor of the State of Utah a copy of a notice of an impending boundary action, as required in the Act; and (ii) upon the Lieutenant Governor's issuance of a certificate of creation of the Agency, submit to the recorders of Utah County and Juab County the original notice of an impending boundary action, the certificate of creation, and a certified copy of this Agreement. Upon the Lieutenant Governor's issuance of a certificate of creation the Agency shall be duly created.

SECTION 15 – FILING OF THIS AGREEMENT

This Agreement shall take effect upon the filing of a fully-executed copy of this Agreement with the keeper of records of each of the Parties hereto.

NEPHI CITY

Authorized by Resolution No. _____, adopted on _____, 2018

NEPHI CITY by:

GLADE NIELSON, Mayor

Attest:

Lisa E. Brough, City Recorder

Approved as to form and compliance
with applicable law:

KASEY WRIGHT, City Attorney

JUAB COUNTY

Authorized by Resolution No. _____, adopted on _____, 2018

JUAB COUNTY by:

RICK CARLTON, Chair

Attest:

Alaina Lofgran, County Clerk

Approved as to form and compliance
with applicable law:

Ryan Peters, County Attorney

UTAH VALLEY DISPATCH SPECIAL SERVICE DISTRICT

Authorized by Resolution No. _____, adopted _____, 2018

UTAH VALLEY DISPATCH SPECIAL SERVICE DISTRICT by:

BEN REEVES, Chair

Attest:

Seth Perrins, Secretary

Approved as to form and compliance with
applicable law:

S. Junior Baker, Attorney

DRAFT